

DUTCHESS COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM

TENANT INCOME LIMITS

CHART 1

Effective Date: 2/03

Income Limits			
Household Size	50% of Median (20% of tenants must meet this income standard and occupy low-HOMe rent units)	60% of Median (All tenants must meet this standard)	80% of Median (exceptions only)
1 Person	\$23,850	\$28,620	\$38,150
2 Persons	\$27,250	\$32,700	\$43,600
3 Persons	\$30,650	\$36,780	\$49,050
4 Persons	\$34,050	\$40,860	\$54,500
5 Persons	\$36,750	\$44,100	\$58,850
6 Persons	\$39,500	\$47,400	\$63,200
7 Persons	\$42,200	\$50,640	\$67,550
8 Persons	\$44,950	\$53,940	\$71,900

Occupancy Requirements

At the time of initial lease signing:

- 90% of tenants must be \leq 60% median income (see above chart)
- For projects of five or more units, at least 20% of tenants must be \leq 50% median income (see above chart) and occupy the very-low-income rent-plus-utility units.

DUTCHESS COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM

MAXIMUM RENT

CHART 2

Effective Date: 2/03

Maximum Rent-Plus-Utility Standards (subtract utility allowance to determine maximum actual rents)				
Unit Size	0 bedrooms	1 bedrooms	2 bedrooms	3 bedrooms
Low-HOME Rent (Project with 5 or more HOME units, 20% of the units must be at or below this level)	\$596	\$638	\$766	\$885
Hi-HOME Rent (all units must be at or below this level)	\$646	\$810	\$974	\$1,117

* Every Home assisted unit is subject to rent controls.

* The rent standards above must be reduced if the tenant pays for utilities. This is because the calculation of these rent standards includes all utilities except telephone and cable television. The attached utility allowances must be used when adjusting rents.

DUTCHESS COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM

UTILITY ALLOWANCES

CHART 3

Effective: 2/03

2-3 Story Old Home/Apartment House

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
Heating:						
Natural Gas	\$42	\$51	\$65	\$79	\$82	\$89
Bottled Gas	\$50	\$65	\$89	\$109	\$140	\$159
Oil	\$37	\$48	\$65	\$80	\$93	\$104
Electric	\$78	\$98	\$131	\$159	\$174	\$194
Cooking:						
Natural Gas	\$5	\$7	\$8	\$9	\$10	\$11
Bottled Gas	\$8	\$10	\$12	\$13	\$16	\$17
Electric	\$6	\$7	\$9	\$12	\$17	\$19
Other Electric; Lighting, Refrigeration, etc.	\$13	\$17	\$24	\$28	\$35	\$38
Water Heating:						
Natural Gas	\$6	\$7	\$9	\$11	\$14	\$15
Bottled Gas	\$8	\$11	\$14	\$17	\$21	\$24
Oil	\$6	\$8	\$10	\$12	\$13	\$15
Electric	\$18	\$24	\$30	\$35	\$44	\$50

Duplex/Garden Apartments*

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
Heating:						
Natural Gas	\$37	\$47	\$60	\$73	\$87	\$100
Bottled Gas	\$54	\$59	\$80	\$98	\$120	\$140
Oil	\$32	\$43	\$58	\$72	\$88	\$103
Electric	\$69	\$89	\$119	\$145	\$175	\$203

* Only the heating allowance is listed as cooking, electricity, and water heating costs are the same as 2-3 Story Old Homes/Apartment Houses.

DUTCHESS COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM

MAXIMUM UNIT RENT COMPUTATION

CHART 4

PROJECT: _____

DATE: _____

[illegible]

Note: Remember that proposed rents should not exceed market rents for comparable units.

ATTACHMENT 1

DUTCHESS COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM

TENANT INCOME ELIGIBILITY FORM

In addition to signing this form, you must submit your 2002 Federal Income Tax Statement and one month's paystubs/benefit statements.

Unit Number: _____ Bedroom Size _____ Rent \$ _____

Household Size: _____

Income Limits			
Household Size	50% of Median (20% of tenants must meet this income standard and occupy very-low-income rent-plus utility units)	60% of Median (All tenants must meet this standard)	80% of Median (exceptions only)
1 Person	\$23,850	\$28,620	\$38,150
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I hereby certify the must household's gross annual income does not exceed the income limit circled above. I understand that my willful misstatement of my income will be grounds for disqualification and/or eviction.

Prospective Tenant

Date

ATTACHMENT 2- HOME NOTIFICATION LETTER

August 11, 2003

Dear Prospective HOME Tenant:

The apartment you are considering renting was rehabilitated with assistance from the Dutchess County HOME Investment Partnership Program. This program is designed to increase the supply of safe, decent and affordable housing throughout our community.

Because of the assistance the Owner must rent this unit(s) to an income eligible household and may not charge a rent which exceeds the maximum rent established by the program. The landlord will notify you of the maximum income and rent for each unit.

You must provide documentation of your income eligibility. This involves completion of the attached "Tenant Income Eligibility Form" and submission of your 2002 federal income tax statement and one month's pay stubs. The property owner is not permitted to rent you the apartment if you do not provide them with this information.

You will also be required to recertify your income on an annual basis. This will be done before your lease is renewed each year. You will need to complete a "Tenant Eligibility Form" and submit new income documentation each year before your lease is renewed.

If your household income remains at or below the program's maximum income your rent will remain at the maximum program rent. (Please note that rents do tend to increase slightly each year.) If your income exceeds the program maximum you may stay in your apartment but you must pay the lesser of 30% of your adjusted monthly income for rent and utilities or the market rent. The property owner may not renew leases if you will not provide the required information.

In addition to the requirements outlined above, the Program provides several other protections for you as a tenant:

1. The length of a lease must be at least one year.
2. Leases may not contain the following prohibited clauses:
 - Agreement by the tenant to be sued
 - Statement that owner can confiscate tenant property
 - Statement excusing owner from legal responsibility
 - Statement that owner doesn't have to give notice when instituting a law suit
 - Agreement by the tenant to waive rights to a jury trial
 - Agreement by the tenant to waive rights to appeal a court decision

- Agreement by the tenant to pay attorney's fees if the tenant wins a court case

3. Any termination of tenancy or refusal to renew a lease must be preceded by 30 days and a written notice specifying the grounds of action by the owner.

4. The owner must be in compliance with Federal Housing Quality Standards.

The landlord will ask you to sign two copies of this letter. One is for you to keep and the other is the County's files. If you have any questions about this notice please contact me at (845) 486-3600.

Sincerely,

Anne E. Saylor
Housing Coordinator

Acknowledgement:

I, _____ acknowledge that I have read and understand the above and agree to be abide by the conditions and terms set forth above.

Signature:_____

Date:_____

ATTACHMENT 3

SAMPLE SECTION 8 NOTIFICATION LETTER

Date of Letter

Dutchess County Section 8 Program
Rural Opportunities, Inc.
Hollowbrook Office Park
Meyers Corners Rd., Suite 3F
Wappinger Falls, NY 12590

Dear Section 8 Administrator:

I am writing you as the owner of a recently rehabilitated property located at (address of property). The rehabilitation of this property was partially funded by the Dutchess County HOME Investment Partnership Program.

A total of (number of HOME assisted units) units were assisted with HOME funds. These units include: (list numbers of units and bedrooms - i.e. 2 two-bedroom units and 1 one-bedroom unit). These units are set aside for household's whose annual gross income is less than 50-60% of the County median income. The HOME Program requires that I notify your agency of the availability of these units so that you may refer clients to the units. Please note that reference checks will be completed on all prospective tenants.

Your agency or prospective tenants may contact me at (phone number). Thank you for your assistance.

Sincerely,